

Amendment 308

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 308 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18th day of August, 2014, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update for Sound Transit (ST) the method by which certain payments for its rail services, calculations known as Cash Equivalent Full Fare Value (CEFFV), are performed and reported. This work is more fully described in the Contractor's document SEA-09551 PA-ROF ST CEFFV Calculations (Amendment 296/RFI 715 ORCA) v4.0 as approved by the Agencies on August 1, 2014.

- C. The Parties agree that the necessary Work to modify the CEFFV calculations will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the development and testing work necessary to update the method by which certain payments for ST rail services, calculations known as CEFFV, are performed and reported. The CEFFV will be updated to show the tap **off** CEFFV value in specific reports identified by the Agency. The current tap on value will be deleted. Such work will include the following:

1.1 The Contractor will update the calculation as follows:

- (a) Apply the CEFFV at tap off in the following Ad Hoc Universes in the current "tap on" transaction:
 - i. Participant Fare Media
 - ii. Institutional Unlinked Ridership
 - iii. ORCA Boardings
 - iv. Fare Payment Transactions
- (b) Apply the CEFFV at tap off (if a tap off is present) to the following Standard reports:
 - i. Participant Fare Media Summary
 - ii. Institutional Unlinked Ridership Summary
 - iii. ORCA Boardings by Fare and Passenger Type
 - iv. ORCA Boardings by Product Type
 - v. Institutional Linked Ridership Summary
- (c) Apply the CEFFV tap off in the Fare Payment Transaction Export file (i.e. Export files sent to Agency Back Office Computers ((BOC)), in the current CEFFV tap on transaction.

1.2 The Contractor will apply the following rules:

- (a) CEFFV transactions will be updated following the completion of End of Day (EOD) processing
- (b) Apply the solution described here-in to take effect at the point of implementation. It is not backward compatible.

1.3 The Contractor will **not** apply the CEFFV change to the following reports/universes:

- (a) Institutional Card Account Transaction History
- (b) Institutional Transaction History
- (c) Online Card Transaction history on websites

Section 2.0 Schedule:

- 2.1 The Contractor will complete the work described in Section 1 with Maintenance Release 28.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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The Contractor will perform the work to update ST's rail CEFFV calculation methodology TOTAL	\$14,771
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Section 4.0 Other Terms and Conditions


All other provisions of the Contract not referenced in this Amendment Three Hundred and eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: General Manager
Date: 8/14/14

The Agencies

By: 
Its: Operations Manager
Date: August 18, 2014